

SLOOP CHARLOTTE.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS,
 TRANSMITTING A COPY OF THE CONCLUSIONS OF LAW AND OF
 FACT IN THE FRENCH SPOILIATION CASES RELATING TO THE
 VESSEL SLOOP CHARLOTTE, JOSEPH INGHAM, MASTER.

FEBRUARY 1, 1904.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
 Washington, D. C., January 30, 1904.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the conclusions of fact and of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel *Sloop Charlotte*, Joseph Ingham, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. JOSEPH G. CANNON,
Speaker of the House of Representatives.

[Court of Claims. French Spoliations. (Act of January 20, 1885; 23 Stat. L., 233; vol. 1, Supplement to R. S., 2d ed., 471.) Vessel, *sloop Charlotte*; Joseph Ingham, master.]

- | No. of case. | Claimant. |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1233. | Joseph Ogden, executor of Jane Ann Ferrers and as trustee, <i>v.</i> The United States.
George F. Scriba, administrator of George Scriba, surviving partner of the firm of Scriba & Henderson, <i>v.</i> The United States. |
| 1234. | Joseph Ogden, executor of Jane Ann Ferrers and as trustee, <i>v.</i> The United States. |
| 1235. | Joseph Ogden, executor of Jane Ann Ferrers and as trustee, <i>v.</i> The United States.
Walter S. Church and Walter S. Church, administrators of John Barker Church, <i>v.</i> The United States. |
| 4037. | Benjamin M. Hartshorne and Charles N. Black, executors of Richard Hartshorne, surviving partner of the firm of Rhinelander, Hartshorne & Co., <i>v.</i> The United States. |
| 4115. | Susan Ludlow Warren, administratrix of Daniel Ludlow, <i>v.</i> The United States.
Gordon Norris, administrator of Garret Van Horne, surviving partner of Van Horne & Clarkson, <i>v.</i> The United States. |
| 4116. | Susan Ludlow Warren, administratrix of Daniel Ludlow, <i>v.</i> The United States. |
| 5236. | Joseph Ogden, executor of Jane Ann Ferrers, etc., and as trustee, <i>v.</i> The United States. |
| 5237. | Joseph Ogden, executor of Jane Ann Ferrers, etc., and as trustee, <i>v.</i> The United States. |

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 12th day of November, 1903. The claimants were represented by William T. S. Curtis and Theodore J. Pickett, and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, John W. Trainer, esq., with whom was Assistant Attorney-General Louis A. Pradt.

CONCLUSIONS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same with the briefs of counsel on each side, determine the facts to be as follows:

I. The sloop *Charlotte*, Joseph Ingham, master, sailed on a commercial voyage on or about the 17th of July, 1799, from New York bound to Curaçoa. While in the peaceful pursuit of said voyage she was seized on the high seas by the French privateer *Espoir*, Captain Pairandean, of Port Liberty, Guadeloupe, and conducted to the island of Guadeloupe, and thereafter condemned as good prize by the French tribunal sitting at Basseterre in said island, whereby both vessel and cargo became a total loss to the owners thereof.

The grounds of condemnation, as set forth in the decree, were as follows, viz:

Considering that from the papers analyzed and from the aforesaid report of examination, it is evident that the neutrality of the cargo is not sufficiently established, in this, that there is no sworn nor attested declaration of the true owners thereof.

Considering that the captain of the said vessel is a native of the English island of Bermuda, which he has admitted, and that he does not have his naturalization papers with him.

Considering that the said captain has no rôle d'équipage.

II. The *Charlotte* was a duly registered vessel of the United States of 56 $\frac{1}{2}$ tons burden, built in Connecticut in the year 1796, and was owned solely by William Fitch, a citizen of the United States, residing in New York.

III. The cargo of the *Charlotte* consisted of tobacco, rice, fish, beef, pork, flour, bread, peas, beans, soap, garden seed and butter, but whether said cargo was neutral property or not does not appear.

IV. The losses by reason of the seizure and condemnation, so far as shown by the evidence, were as follows, viz:

Value of vessel	\$2, 250
Value of freight earnings	940
Total	3, 190

No persons have appeared herein on behalf of either the owners of the vessel or cargo.

V. July 18, 1799, said William Fitch effected insurance on said vessel in the sum of \$2,000, paying therefor a premium not stated, by a certain policy of insurance underwritten in the said sum by Messrs. Rhinelander, Hartshorne & Co.

November 5, 1799, the said assured was duly paid the sum of \$1,960 as and for a total loss by reason of the premises, the same being a loss to said underwriters of the full amount underwritten by them, less the customary abatement of 2 per cent.

The firm of Rhinelander, Hartshorne & Co. was composed of Richard Hartshorne, Joseph Lindley, William Kenyon, Frederick Rhinelander, William Rhinelander, and Philip Rhinelander, citizens of the United States. Richard Hartshorne was the surviving partner of the firm.

VI. The claimants herein have produced letters of administration upon the estates of the parties for whom they appear, and have otherwise proved to the satisfaction of the court that the persons for whose estates they have filed claims are the same persons who suffered loss by reason of the seizure and condemnation of the *Charlotte* as set forth in the preceding findings.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. They were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claims, which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States; and that the claimants are entitled to the following sums from the United States:

Benjamin M. Hartshorne, executor of Richard Hartshorne, surviving partner
of the firm of Rhinelander, Hartshorne & Co., one thousand nine hundred
and sixty dollars \$1,960

The other claimants herein have proved no valid claims.

The neutrality of the cargo not being shown no allowance is made to the insurers thereon.

BY THE COURT.

Filed November, 1903.

A true copy.

Test this 30th day of January, 1904.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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